



ATTORNEY DOCKET NO. 041501-5515

PATENT

#10/ Revoked

8/14/02

THE UNITED STATES PATENT AND TRADEMARK OFFICE

TECHNOLOGY CENTER 2800

JUL 31 2002

RECEIVED

In re Application of:)
Makato SASAKI et al.)
Application No.: 09/555,625)
Filed: June 1, 2000)
For: WIRING, TFT SUBSTRATE USING)
THE SAME, AND LCD)

Group Art Unit: 2841
Examiner: S. Hu

Commissioner for Patents
Washington, D.C. 20231

Sir:

**REVOCATION OF ORIGINAL POWER OF ATTORNEY
AND GRANT OF NEW POWER OF ATTORNEY BY ASSIGNEE**

Pursuant to 37 C.F.R. §§1.36 and 3.71, assignee, LG. Philips LCD Co., Ltd., hereby revokes all previous Powers of Attorney in the above application and hereby grants power of attorney to the registered practitioners of Morgan, Lewis & Bockius LLP included in the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and direct that all correspondence be addressed to that Customer Number.

Customer Number: 009629

Please direct all telephone inquiries to:

Robert J. Gaybrick
Telephone: 202-739-3000
Facsimile: 202-739-3001

ATTORNEY DOCKET NO.: 041501-5515

Application No.: 09/555,625

Page 2

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

LG. Philips LCD Co., Ltd., a Korean corporation, certifies that it is an assignee of the entire right, title, and interest.

A chain of title from the inventors, of the application identified above, to the current assignee as shown below:

I. From: Makoto Sasaki and Gee Sung Chae

To: FRONTEC Incorporated
31, Akedori 3-chome, Izumi-ku,
Sendai-shi, Miyagi-ken, JAPAN

The Assignment document was recorded on June 1, 2000 at
Reel 010935, Frame 0303.

II. From: FRONTEC Incorporated
31, Akedori 3-chome, Izumi-ku,
Sendai-shi, Miyagi-ken, JAPAN

To: LG. Philips LCD Co., Ltd.
20 Yoido-dong,
Youngdungpo-gu, Seoul, Korea

A copy of contractual agreement is being submitted concurrently
herewith.

Evidence of assignment of International PCT Application No.
PCT/JP99/06877, to which the present National Stage U.S. Application
claims priority, may be found on page 7, item number 34.

A copy of the contractual agreement is being concurrently recorded
herewith.

ATTORNEY DOCKET NO.: 041501-5515

Application No.: 09/555,625

Page 3

The undersigned (whose title is supplied below) is empowered to sign this
certificate on behalf of the Assignee.

LG. Philips LCD Co., Ltd.
20 Yoido-dong,
Youngdungpo-gu, Seoul, Korea

Dated: July 24, 2002

By: 

Name: Jeong Hwan Lee

Title: Vice President

Patent Transfer and License Agreement

This Patent Transfer and License Agreement ("Agreement"), made and entered into as of the 7th day of July, 2000 by and between LG.PHILIPS LCD, a Korea corporation having its principal place of business at 533, Hogae-dong, Dongan-gu, Anyang-shi, Kyongki-do 431-080, Korea ("LG.PHILIPS") and ALPS ELECTRIC CO., LTD., a Japanese corporation having its principal place of business at 1-7, Yukigaya Otsuka-cho, Ota-ku, Tokyo 145-8501 Japan ("ALPS").

WITNESSETH:

1. LG.PHILIPS and ALPS jointly and severally own and control a joint venture company named FRONTEC INCORPORATED established in August 31st, 1994 ("FRONTEC"); and
2. FRONTEC owns and/or has rights in approximately 400 patents issued, and applications for Patents pending, relating to TFT-LCD (thin film transistor liquid crystal display) and LCD device technology in various countries including, but not limited to, Japan ("Patents"); and
3. Parties agreed to end the joint venture and dissolve FRONTEC by July 15th, 2000; and
4. Pursuant to the dissolution of FRONTEC, LG.PHILIPS and ALPS shall become the joint-owners of such Patents in accordance with dissolution provisions of the Joint Venture Agreement made and entered into the 31st day of August, 1994; and
5. Parties realized the difficulties in maintaining the joint-ownership of such Patents, and therefore agreed to transfer title to such Patents and license to each other according to the Memorandum of Understanding entered into by the parties in May 24th, 2000; and
6. Parties now wishes to agree on basic terms and conditions of such Patent transfer as provided herein so that each party shall have sole ownership to such respective Patents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions

- 1.1 "Patents" shall mean all patents and/or patent applications owned and/or co-owned by Frontec, and patents transferred from one party to the other and jointly owned by the parties as specified in Exhibit A.
- 1.2 "Intellectual Property" herein means all patents, patent applications, copyrights, trade secrets, trademarks, know-how and any other property rights.
- 1.3 "Confidential Information" is any information, data or know-how of either party, written or

See

verbal, whether or not specifically identified by the disclosing party as confidential, including reports, drawings, documents, test results, schematics, specifications, hardware, software, procedures, supplied electronically, by fax or E-mail, or by hard copy format, whether or not defined as confidential to either party. This Agreement also applies to verbal dialogue that takes place including the explanation or clarification of the supplied and disclosed information.

2. Transfer of Patent

2.1 Parties agree to transfer to each other all its rights, liabilities, titles, and interests in Patents accordingly to the list provided in Exhibit A. LG.PHILIPS shall acquire and solely own all rights, titles, and interests in the Patents mainly relating to the LCD device Patents, and ALPS shall acquire and solely own, all rights, titles, and interests in the Patents mainly relating to the TFT-LCD manufacturing equipment and process Patents and those Patents that are currently jointly owned between FRONTEC and any third party or parties including, but not limited to, Professor Tadahiro Ohmi. However, it is also the parties' intention that some of the Patents shall continue to be jointly owned.

2.2 Each party shall provide the other party all documents and information, or other assistance that may be necessary to transfer ownership in such Patents as contemplated herein.

2.3 It is understood and agreed by the parties that all transfer of Patents shall be free of any fees, future royalty, taxes, costs, and expenses.

3. Grant of License

3.1 Each party grants to the other party a worldwide, non-exclusive, royalty free, and perpetual license to exploit freely the technology covered by each party's Patents, including without limitation, to practice any process or method, and/or to make and to have made, use, test, lease, sell, or otherwise dispose of, import and offer to sell any product, machine, component, part, or subassembly covered by the claims of such Patents.

3.2 Parties acknowledge the fact that Frontec has patent license agreements to many third parties. Parties agree to be bound by the rights, liabilities, and obligations of such license agreements including, but not limited to, restriction on sales of the TFT-LCD manufacturing equipments using such Patents.

4. Patent Maintenance Costs

4.1 Each party shall pay for its own Patents' maintenance costs and expenses which shall in the future be incurred by each party in connection with the prosecution and maintenance including, without limitation, handling any interference proceedings and the payment of any filing fees, maintenance fees and annuities of any and all patent applications and patents in Exhibit A. Parties shall continue to share the costs and expenses in equal amount for those jointly owned Patents.

4.2 Parties agree to notify the other party in writing any changes in the status of ownership

Patents.

5. Representations and Warranties

Each Party represents and warrants that it has the full power and authority to execute and deliver this Agreement, to grant any and all rights, assignments, and licenses granted herein, and to perform any and all obligations hereunder.

6. Cooperation

Parties agree, subject to the conditions set forth in this clause, that each party shall notify the other of any infringement of the Intellectual Property rights in the Patents that come to the party's attention. In the event that Intellectual Property rights in the Patents are infringed by any and third party and the exclusive owner of that Patent decides to bring any action for such infringement, the other party shall cooperate fully in such action. In such case, the party whose Intellectual Property rights are being infringed shall bear the cost and expense of such action. If both parties' Intellectual Property rights are infringed, the parties shall apportion the cost and expenses equitably between themselves.

7. Confidentiality

7.1 Obligation

Parties acknowledge that this Agreement may require the disclosure of one or both Party's Confidential Information. Parties shall at all times regard and preserve such information as secret and confidential and shall not publish or disclose any of such information in any manner to any third party without the prior written consent of the other party in each instance, which consent may be withheld for any or no reason whatsoever.

7.2 Non-confidential information

The following shall not be considered as the Confidential Information: (i) information that is publicly known or which becomes publicly known through no fault of either party; (ii) information that is lawfully obtained by other party from a third party; and (iii) information that is in the lawful possession of the either party, as documented by each Party's records, prior to such information having been initially disclosed by either party. Parties shall bear the burden of proof with respect to establishing that any Confidential Information falls within any of the foregoing exceptions.

8. Terms and Termination

8.1 This Agreement shall become effective on the date first above written and shall remain in effect until the expiration date of the last to expire of any Patents unless sooner terminated pursuant to Section 8.2 hereof.

8.2 This Agreement may be terminated at any time at the option of either party if action by any governmental authority renders impossible performance under this Agreement by either party. In addition, this Agreement may be terminated by either party if the other party breaches any material provisions hereof, provided that termination may only take place if (i) the claiming

Handwritten signature

party has given the breaching party written notice specifying the respects in which the claiming party claims this Agreement has been breached and (ii) the breaching party fails to remedy such breach within thirty(30) days after receiving such notice.

9. Dispute Resolution

9.1 It is agreed that in case any controversy or claim arises out of or in relation to this Agreement or with respect to a breach hereof, the parties shall seek to solve the matter amicably through discussions between the parties.

9.2 All disputes that may arise under or in relation to this Agreement shall be submitted to arbitration in the country of the Respondents.

9.3 Notwithstanding any other provision in this Agreement, either party may seek preliminary injunctive relief from any court of competent jurisdiction, pending the final award of the arbitrators.

10. Assignment

This Agreement shall not be assigned or otherwise transferred by any party to any third party without the prior written consent of the other party.

11. Notice

All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (1) when hand delivered to the other party; or (2) when received if sent by facsimile at the address and number set forth below; or (3) five business days after the same have been deposited in the mail with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (4) three business days after the same have been deposited with a worldwide overnight delivery service reasonably approved by the parties, postage prepaid, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To LG.PHILIPS

Name: Ho Lee

Title: Senior Manager

Address: 533 Hogae-dong, Dongan-gu,
Anyang-shi Kyongki-do 431-080, Korea

To ALPS

Name: Yukimitsu Manabe

Title: Manager

Address: 1-7, Yukigaya Otsuka-cho
Ota-ku, Tokyo 145-8501 Japan

12. Successors

This Agreement shall be binding upon the respective successors of the parties hereto.

13. Governing Law

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of Japan.

4

Lee

14. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, arrangements and understandings with respect to the subject matter hereof.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

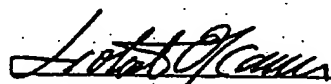
INTENDING TO BE LEGALLY BOUND, the undersigned have executed this Agreement as of the date first set forth above.

LG.PHILIPS LCD



Name: Jeong-Hwan Lee
Title: Vice President
Intellectual Property Center

ALPS ELECTRIC CO., LTD.



Name: Hirotohi Okamura
Title: Director,
Corporate Legal & Patent
and Export & Import Administration

Exhibit A

See

Foreign Patents owned by LG.PHILIPS

List of Foreign Patents owned by LG.PHILIPS

Status : Oapplication procedure requested to a patent attorney

權利狀況凡例

出願中

● application done (examination request process)

出願済(審査請求済)

□ under application procedure

中間対応有

★ issued

登録

Country code	Our ref #	Serial number	Status
1 DE	CKDE92012	P4233792.5	●
2 DE	FTDE94033	19538050.9	□
3 KR	CKKR93001	9331273	●
4 KR	CKKR93002	9331272	★
5 KR	CKKR93005	9320137	★
6 KR	CKKR94007	9429685	★
7 KR	FTKR94008	9517014	★
8 KR	FTKR94029	9534830	★
9 KR	FTKR94033	9535061	□
10 KR	FTKR94055	9549546	★
11 KR	FTKR94056	9602862	★
12 KR	FTKR95039	9672699	★
13 KR	FTKR95040	9705002	★
14 KR	FTKR95041	9701794	□
15 KR	FTKR95042	9712602	★
16 KR	FTKR96022	9732874	□
17 KR	FTKR96027	9753440	★
18 KR	FTKR96034	9802065	●
19 KR	FTKR96035	9759113	□
20 KR	FTKR96046	9774818	●
21 KR	FTKR97001	9809456	●
22 KR	FTKR97010	9818114	●
23 KR	FTKR97011	9832510	●
24 KR	FTKR97012	9828949	●
25 KR	FTKR97023	9833620	●
26 KR	FTKR98006	9941508	●
27 KR	FTKR98007	9934140	●
28 KR	FTKR98012	9934141	●
29 KR	FTKR98016	9959417	●
30 KR	FTKR98027	2000-37743	●
31 KR	FTKR98030	200011574	●
32 KR	FTKR99005	2000-33277	●
33 KR	FTKR99007	2000-33829	●
34 PC(JP) KR	FTPC98022	PCT/JP99/06877	●
35 TW	CKTW93002	82110970	★
36 TW	CKTW93005	82110968	★
37 TW	CKTW94007	83108966	★
38 TW	FTTW96015	86118802	★
39 TW	FTTW97011	87111355	●
40 TW	FTTW98007	88112719	●
41 TW	FTTW98012	88112819	●
42 TW	FTTW98022	88121511	●
43 TW	FTTW98030	89102523	●
44 TW	FTTW99005	89110510	●
45 TW	FTTW99007	89110610	●
46 US	CKUS87013	07/160533	★
47 US	CKUS87015	07/170996	★
48 US	CKUS93002	08/068461	★
49 US	CKUS93005	08/128419	★

Foreign Patents owned by LG PHILIPS

50 US	CKUS94007	08/338713	★
51 US	FTUS94026	08/543980	★
52 US	FTUS94029	08/533427	★
53 US	FTUS94033	08/534612	★
54 US	FTUS94056	08/595574	□
55 US	FTUS95040	08/800161	□
56 US	FTUS95041	08/787463	□
57 US	FTUS95042	08/825946	★
58 US	FTUS96022	08/897243	□
59 US	FTUS96027	08/959000	★
60 US	FTUS96034	09/010264	□
61 US	FTUS96035	08/971084	□
62 US	FTUS96038	08/976963	□
63 US	FTUS96046	09/003255	★
64 US	FTUS97001	09/044568	□
65 US	FTUS97010	09/082705	□
66 US	FTUS97011	09/132921	□
67 US	FTUS97012	09/118481	□
68 US	FTUS97023	09/137984	★
69 US	FTUS97028	09/176787	★
70 US	FTUS97030	09/228007	●
71 US	FTUS98006	09/413653	●
72 US	FTUS98007	09/388009	●
73 US	FTUS98010	09/385391	●
74 US	FTUS98012	09/385184	●
75 US	FTUS98016	09/484672	●
76 US	FTUS98030	09/526150	●
77 US	FTUS99005		○
78 US	FTUS99007		○

List of Japanese Patents owned by LG.PHILIPS

No	Serial number
1	特願昭 61-079693
2	特願昭 61-082998
3	特願昭 62-056126
4	特願昭 62-152659
5	特願昭 62-181422
6	特願昭 62-255947
7	特願昭 62-255948
8	特願平 02-131754
9	特願平 02-146790
10	特願平 03-260857
11	特願平 03-297654
12	特願平 04-129126
13	特願平 04-184208
14	特願平 04-189741
15	特願平 04-258637
16	特願平 04-285338
17	特願平 05-029462
18	特願平 05-311365
19	特願平 06-145140
20	特願平 06-145139
21	特願平 06-246616
22	特願平 06-248184
23	特願平 06-252520
24	特願平 06-301220
25	特願平 06-312220
26	特願平 07-020468
27	特願平 07-261843
28	特願平 07-306276
29	特願平 07-344092
30	特願平 08-011237
31	特願平 08-031028
32	特願平 08-082780
33	特願平 08-155880
34	特願平 08-202633
35	特願平 08-202635
36	特願平 08-285655
37	特願平 08-305387
38	特願平 08-305386
39	特願平 08-305384
40	特願平 08-313963
41	特願平 09-001733
42	特願平 09-010690
43	特願平 09-010692
44	特願平 09-068718
45	特願平 09-132605
46	特願平 09-194644
47	特願平 09-221803
48	特願平 09-226865
49	特願平 09-292998
50	特願平 10-002520

*Rejected in Japan. Issued in ENGLAND

*日本出願拒絶確定。但し英国では登録済みのためリストアップ

*Rejected in Japan. Issued in KOREA

*日本出願拒絶確定。但し韓国では登録済みのためリストアップ

*Rejected in Japan. Issued in KOREA

*日本出願拒絶確定。但し韓国では登録済みのためリストアップ

*Under examination process.FRONTEC decided not to,though

*FRONTECとして否審査請求と決めたが、審査請求期間中であるためリストアップ

- 51 特願平 10-103200
- 52 特願平 10-103201
- 53 特願平 10-246336
- 54 特願平 10-246337
- 55 特願平 10-248829
- 56 特願平 10-334762
- 57 特願平 10-352111
- 58 特願平 10-372182
- 59 特願平 11-000707
- 60 特願平 11-009782
- 61 特願平 11-193720
- 62 特願平 11-224692

*Original application of TW and PCT(JP, KR, US, EP(DE, GB, FR))

*TW、PCT(JP, KR, US, EP(DE, GB, FR))出願の原出願

- 63 特願平 11-242360
- 64 特願平 11-355059
- 65 特願平 11-363432
- 66 特願平 11-363449
- 67 特願平 11-371940
- 68 特願 2000-000521
- 69 特願 2000-001127
- 70 特願 2000-002976
- 71 特願 2000-004057
- 72 特願 2000-013500
- 73 特願 2000-034176
- 74 特願 2000-052513
- 75 特願 2000-065473
- 以上

List of Japanese Patents owned by ALPS

No	Serial number
1	特願平 02-252847
2	特願平 05-107642
3	特願平 05-209760
4	特願平 05-282723
5	特願平 05-282724
6	特願平 05-346625
7	特願平 06-035767
8	特願平 06-063789
9	特願平 06-106935
10	特願平 06-151376
11	特願平 06-162003
12	特願平 06-269543
13	特願平 06-283830
14	特願平 07-031057
15	特願平 07-092854
16	特願平 07-126276
17	特願平 07-169956
18	特願平 07-173501
19	特願平 07-176502
20	特願平 07-185383
21	特願平 07-206350
22	特願平 07-310980
23	特願平 07-312365
24	特願平 07-312366
25	特願平 07-313872
26	特願平 08-021214
27	特願平 08-021556
28	特願平 08-021226
29	特願平 08-021203
30	特願平 08-055232
31	特願平 08-072175
32	特願平 08-076918
33	特願平 08-076919
34	特願平 08-101984
35	特願平 08-101983
36	特願平 08-101985
37	特願平 08-101981
38	特願平 08-101986
39	特願平 08-101989
40	特願平 08-101987
41	特願平 08-101978
42	特願平 08-101979
43	特願平 08-092427
44	特願平 08-237294
45	特願平 08-303626
46	特願平 08-303627
47	特願平 08-302115
48	特願平 08-334632
49	特願平 08-353547
50	特願平 08-338695
51	特願平 09-058517
52	特願平 09-058518

*Rejected in Japan. Issued in Korea and US

*日本出願拒絶確定。但し韓国および米国では登録済みのためリストアップ

See

- 53 特願平 09-058516
 - 54 特願平 09-058515
 - 55 特願平 09-045836
 - 56 特願平 09-049491
 - 57 特願平 09-049490
 - 58 特願平 09-064019
 - 59 特願平 09-064020
 - 60 特願平 09-064018
 - 61 特願平 09-069473
 - 62 特願平 09-198313
 - 63 特願平 09-264545
 - 64 特願平 09-270187
 - 65 特願平 09-343684
 - 66 特願平 09-343828
 - 67 特願平 09-345851
 - 68 特願平 09-364442
 - 69 特願平 09-358418
 - 70 特願平 10-035189
 - 71 特願平 10-061119
 - 72 特願平 10-138679
 - 73 特願平 10-148161
 - 74 特願平 10-166695
 - 75 特願平 10-225048
 - 76 特願平 10-242233
 - 77 特願平 10-286051
 - 78 特願平 10-287067
 - 79 特願平 10-316651
 - 80 特願平 10-340806
 - 81 特願平 11-030698
 - 82 特願平 11-063102
 - 83 特願平 11-064107
 - 84 特願平 11-095568
 - 85 特願平 11-190998
 - 86 特願平 11-203944
 - 87 特願平 11-218213
 - 88 特願平 11-229497
 - 89 特願平 11-331421
 - 90 特願 2000-004934
 - 91 特願 2000-004936
 - 92 特願 2000-004935
 - 93 特願 2000-011759
 - 94 特願 2000-147035
 - 95 特願 2000-174864
- 以上

List of Japanese Patents owned by ALPS and LG.PHILIPS

No	Serial number
1	特願平 06-251052
2	特願平 07-199959
3	特願平 07-230562
4	特願平 07-313264
5	特願平 07-323386
6	特願平 08-158649
7	特願平 08-346225
8	特願平 08-346226
9	特願平 09-000425
10	特願平 09-029377
11	特願平 09-199040
12	特願平 09-238695
13	特願平 09-336118
14	特願平 10-028825
15	特願平 10-095041
16	特願平 10-125028
17	特願平 10-127951
18	特願平 10-153352
19	特願平 10-190838
20	特願平 10-202292
21	特願平 11-336865
	以上

List of Foreign Patents owned by ALPS and LG.PHILIPS

Status : ☐ application procedure requested to a patent attorney
 出願依頼中
☒ application done (examination request process)
 出願済(審査請求済)
☐ under application procedure
 中間対応有
 ★ issued
 登録

Country code	Our ref#	Serial number	Status
1 CN	FTCN95011	96109665.9	●
2 CN	FTCN95017	96114356.8	●
3 EP	FTEP97031	99302605.3	●
4 KR	FTKR94028	9514570	★
5 KR	FTKR95009	9632406	★
6 KR	FTKR95011	9638688	★
7 KR	FTKR95017	9664778	★
8 KR	FTKR95018	9659669	★
9 KR	FTKR96021	9713435	★
10 KR	FTKR96026	9725162	★
11 KR	FTKR96042	9804246	●
12 KR	FTKR97018	9829613	●
13 KR	FTKR97025	9836328	●
14 KR	FTKR97033	9904532	●
15 KR	FTKR97045	9915537	●
16 KR	FTKR98001	9915114	●
17 KR	FTKR98003	9925635	●
18 TW	FTTW95009	85108003	★
19 TW	FTTW95011	85109527	★
20 TW	FTTW95017	85113809	□
21 TW	FTTW96021	86104382	●
22 TW	FTTW96026	86107184	□
23 TW	FTTW96042	87100307	★
24 TW	FTTW97018	87110473	●
25 TW	FTTW97025	87113270	●
26 TW	FTTW97033	88101823	●
27 TW	FTTW97045	88105778	●
28 TW	FTTW98001	88105773	●
29 TW	FTTW98003	88110584	●
30 US	FTUS94028	08/459925	★
31 US	FTUS94728	08/745933	★
32 US	FTUS94828	08/745017	★
33 US	FTUS94928	08/745904	★
34 US	FTUS95009	08/960481	□
35 US	FTUS95011	08/708588	★
36 US	FTUS95017	08/760539	□
37 US	FTUS95018	08/746784	□
38 US	FTUS96021	08/840108	★
39 US	FTUS96026	08/872730	□
40 US	FTUS96042	09/023230	□
41 US	FTUS96045	08/995607	★
42 US	FTUS97018	09/120107	□
43 US	FTUS97025	09/143872	□
44 US	FTUS97031	09/286864	●
45 US	FTUS97032	09/205461	□
46 US	FTUS97033	09/246629	●
47 US	FTUS97045	09/305109	●
48 US	FTUS98001	09/302641	●
49 US	FTUS98003	09/350630	●

14

Joe